

**DATA PROCESSING ADDENDUM**

**PARTNER AS SERVICE PROVIDER**

This Data Processing Addendum is effective as of the effective date of the Main Agreement (defined below) (the "**Effective Date**").

**BETWEEN:**

- (1) Global Sourcing Group Inc. (d/b/a Sakon), a company incorporated in the State of Delaware in the United States ("**Sakon**");
- (2) [Service Provider Name] ("**Service Provider**").

Each of Sakon and Service Provider may be referred to herein as a "party" and together as the "parties".

**BACKGROUND:**

- (A) Sakon and Service Provider have entered into a services agreement ("**Main Agreement**") which defines Service Provider's obligations with respect to the provision of certain services to Sakon, Sakon's Customer(s) and/or Sakon's Partner(s) ("**Services**").
- (B) Service Provider will be processing the personal data of Sakon, Sakon's Customer(s), and/or Partner(s), as part of the Services as a Sub-Processor on behalf of Sakon as processor. Sakon has entered into separate data processing agreements with its Customer(s) and/or Partner(s).
- (C) Accordingly, the parties hereby enter into this Service Provider Data Processing Addendum ("**DPA**") in order to comply with the applicable obligations under data protection law.
- (D) Table 1 – Engagement Details (as set forth below or as incorporated from the Agreement) provides information about the Service Provider in relation to the transfer of personal data under this DPA.

<b>Table 1 – Engagement Details</b>	
<b>Service Provider / Sub-Processor / Data Importer Name</b> <b>(For this DPA and Annex I)</b>	[Service Provider Name in the Agreement]  ("Service Provider" as used herein)
<b>Service Provider / Sub-Processor / Data Importer Address</b> <b>(For this DPA and Annex I)</b>	[Service Provider address from the Agreement]
<b>Service Provider / Sub-Processor / Data Importer Data Privacy Contact Details</b> <b>(For this DPA, Annex I and Section 4.1.5)</b>	[Service Provider Contact Name, Title, Email Address from the Agreement]

## 1 Definitions

1.1 The following definitions shall apply in this Addendum:

- 1.1.1 **"Adequate Country"** means a country or territory recognised as providing an adequate level of protection for Personal Data under an adequacy decision or regulations made, from time to time, by (as applicable) (i) the UK Secretary of State under applicable UK law (including the UK GDPR), (ii) the European Commission under the EU GDPR or (iii) the Swiss Federal Data Protection Authority under Swiss Data Protection Law.
- 1.1.2 **"Affiliate"** means, with respect to a party, any corporate entity that, directly or indirectly, Controls, is Controlled by, or is under Common Control with such party (but only for so long as such Control exists).
- 1.1.3 **"CCPA"** means the California Consumer Privacy Act of 2018, as amended and updated. The CCPA Addendum is attached as Annex 4.
- 1.1.4 **"Customer(s) and/or Partner(s)"** means an organization to whom Sakon provides software and/or services from time to time.
- 1.1.5 **"Data Protection Laws"** means all laws and regulations applicable to the processing of Personal Data under the Main Agreement, including (where applicable):
  - a) in the European Union, the General Data Protection Regulation 2016/679 (the **"GDPR"**),
  - b) in the UK, the UK General Data Protection Regulation 2016/679, as implemented by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020 (the **"UK GDPR"**) and the Data Protection Act 2018,
  - c) Swiss Data Protection Law, or
  - d) the CCPA.
- 1.1.6 **"Data Subject Request"** means a request from or on behalf of a data subject relating to access to, knowledge or restriction of, or rectification, erasure or data portability in respect of that data subject's Personal Data or an objection from or on behalf of a data subject to either the processing of its Personal Data or to being subject to automated decision making.
- 1.1.7 **"EEA"** means the European Economic Area.
- 1.1.8 **"EU Clauses"** means the standard contractual clauses for international transfers of personal data to third countries set out in the European Commission's Decision 2021/914 of 4 June 2021 (at [http://data.europa.eu/eli/dec\\_impl/2021/914/oj](http://data.europa.eu/eli/dec_impl/2021/914/oj)) incorporating Module Three for Processor-to-Processor transfers, plus (as applicable) the UK Approved Addendum, both of which form part of this DPA in accordance with clause 7, Annex 2 and Annex 4.

- 1.1.9 "**Sakon Group**" or "**Sakon**" means Sakon and any of its Affiliates.
- 1.1.10 "**Personal Data**" means all data which is defined as 'personal data,' 'personal information,' or 'personally identifiable information' (or similar term) under Data Protection Laws and which is provided by Sakon to Service Provider (directly or indirectly), including Personal Data pertaining to Customer(s) and/or Partner(s) and the Customer(s) and/or Partner(s)/ users of Customer(s) and/or Partner(s), and accessed, stored or otherwise processed by Service Provider as a sub-processor as part of its provision of the Service to Sakon and to which Data Protection Laws apply from time to time.
- 1.1.11 "**Privacy Shield**" means any implemented EU-US or UK-US certification program operated by the U.S. Department of Commerce to legitimise transfers of Personal Data to the US pursuant to EU/UK Data Protection Law.
- 1.1.12 "**Security Breach**" means any breach of security or other action or inaction leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data.
- 1.1.13 "**Sub-Processor**" means any agent or subcontractor of a processor who provides Services to that processor and who processes Personal Data in doing so.
- 1.1.14 "**Supervisory Authority**" means in the UK, the Information Commissioner's Office ("ICO"), and in the EEA, an independent public authority established pursuant to the GDPR.
- 1.1.15 "**Swiss Data Protection Law**" means the Swiss Federal Data Protection Act of 19 June 1992 and, when in force, the Swiss Federal Data Protection Act of 25 September 2020 and its corresponding ordinances as amended, superseded or replaced from time to time.
- 1.1.16 "**Swiss Addendum**" means the addendum set out in Annex 7
- 1.1.17 "**UK**" means the United Kingdom.
- 1.1.18 "**UK Approved Addendum**" means the template Addendum B.1.0 issued by the UK's Information Commissioner's Office and laid before Parliament in accordance with s119A of the Data Protection Act 2018 of the UK on 2 February 2022, and in force as of 21 March 2022.
- 1.1.19 "**UK Mandatory Clauses**" means the Mandatory Clauses of the UK Approved Addendum, as updated from time to time and/or replaced by any final version published by the Information Commissioner's Office or otherwise in accordance with UK law.
- 1.2 "**controller**", "**data subject**", "**personal data**", "**process**" and "**processor**", have the meanings ascribed to them in the Data Protection Laws.
- 1.3 An entity "**Controls**" another entity if it: (a) holds a majority of the voting rights in it; (b) is a member or shareholder of it and has the right to remove a majority of its board of directors

or equivalent managing body; (c) is a member or shareholder of it and controls alone or pursuant to an agreement with other shareholders or members, a majority of the voting rights in it; or (d) has the right to exercise a dominant influence over it pursuant to its constitutional documents or pursuant to a contract; and two entities are treated as being in “**Common Control**” if either controls the other (directly or indirectly) or both are controlled (directly or indirectly) by the same entity.

- 1.4 Any defined terms which are not defined in this DPA are as defined in the Main Agreement. Any reference to Data Protection Laws in this Agreement are those laws as amended, re-enacted and/ or replaced and in force from time to time.

## **2 Status of the Parties**

- 2.1 Each party warrants in relation to Personal Data that it will comply (and will procure that any of its personnel comply and use commercially reasonable efforts to procure that its sub-processors comply), with Data Protection Laws.

- 2.2 In respect of the parties' rights and obligations under this DPA regarding the Personal Data, the parties hereby acknowledge and agree that:

2.2.1 Sakon is the processor of Personal Data on behalf of Customer(s) and/or Partner(s);  
and

2.2.2 Service Provider is the sub-processor of Personal Data on behalf of Sakon as processor

and accordingly, the parties agree to process all Personal Data in accordance with their obligations pursuant to this DPA.

- 2.3 Each party shall appoint an individual within its organization authorized to respond from time to time to enquiries regarding the Personal Data, shall notify the other party of the identity and contact details of the individual, and each party shall deal with such enquiries promptly.

- 2.4 In consideration of the mutual promises set out in the Main Agreement with regard to the provision of Services by the Service Provider to Sakon, the parties agree to comply with the provisions and obligations of this DPA.

## **3 Description of Processing**

- 3.1 The type of Personal Data processed pursuant to this DPA and the subject matter, duration, nature and purpose of the processing, and the categories of data subjects, are as described in Annex 1.

## **4 Service Provider obligations**

- 4.1 With respect to all Personal Data, Service Provider shall:

- 4.1.1 only process Personal Data in order to provide the Services, and shall act only in accordance with: (i) applicable Data Protection Laws, (ii) this DPA, (iii) the Main Agreement and any order forms and (iv) Sakon's written instructions;
- 4.1.2 promptly upon becoming aware, inform Sakon if, in Service Provider's opinion, any instructions provided by Sakon under clause 4.1.1 violates any applicable Data Protection Laws;
- 4.1.3 implement and maintain appropriate physical, administrative, technical and organizational measures to ensure a level of confidentiality and security appropriate to the risks that are presented by the processing of Personal Data, in particular protection against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data. Such measures include, without limitation, the security measures set out in Annex 5. Service Provider shall regularly monitor compliance with these measures and will not materially decrease the overall security of the Services during the term of the Main Agreement;
- 4.1.4 obtain the third-party certifications and audits set out in Annex 5. Subject to confidentiality obligations under the Main Agreement, upon Sakon's written request at reasonable intervals, if Sakon is not a competitor of Service Provider, Service Provider shall provide a copy of Service Provider's then most recent third-party audits or certifications, as applicable, or any summaries thereof;
- 4.1.5 Appoint a data protection officer where such appointment is required by Data Protection Laws. The appointed person may be reached at (see Table 1 – Engagement Details);
- 4.1.6 ensure the reliability of any authorized personnel with access to such Personal Data and that any persons whom it authorizes to have access to the Personal Data have executed confidentiality agreements and have received appropriate training on their responsibilities. Service Provider shall ensure that Service Provider's access to Personal Data is limited to those personnel who require such access to provide the Services under the Main Agreement;
- 4.1.7 promptly, and no later than twenty-four (24) hours after becoming aware, notify Sakon of any actual or alleged incident of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, transmitted, stored, or otherwise processed by Service Provider or its sub-processors, , or any other identified or unidentified third party of which Service Provider becomes aware (a “**Security Breach**”);
- 4.1.8 promptly provide Sakon with reasonable cooperation and assistance in respect of the Security Breach and identify and remediate the cause of such Security Breach to the extent remediation is within Service Provider's control;
- 4.1.9 not make any public announcement about a Security Breach without the prior written consent of Sakon, unless required by applicable law;
- 4.1.10 promptly (and in any event within two working days of receipt) notify Sakon if it receives a Data Subject Request. Service Provider shall not respond to a Data Subject Request without Sakon’s prior written consent except, if appropriate, to confirm that such request relates to Sakon or the Customer(s) and/or Partner(s). Upon

Sakon's request Service Provider shall at no extra charge to Sakon provide assistance to Sakon and/or the relevant Customer(s) and/or Partner(s) (as Sakon's request shall specify) to facilitate a Data Subject Request;

4.1.11 other than to the extent required to comply with the GDPR or UK GDPR, either upon Sakon's request or following termination or expiry of the Main Agreement or completion of the Service, Service Provider will securely delete all Personal Data (including copies thereof) processed pursuant to this DPA;

4.1.12 provide at no extra cost to Sakon such assistance to Sakon and/or the relevant Customer(s) and/or Partner(s) (as Sakon's request shall specify) as Sakon requests in relation to Sakon's and/or any Customer('s)(s') and/or Partner('s)(s') obligations under Data Protection Laws including with respect to:

- a) if applicable, data protection impact assessments (as such term is defined in the GDPR) and any related requirement to consult with the Supervisory Authority;
- b) if applicable, notifications to the Supervisory Authority under the GDPR or the UK GDPR and/or communications to data subjects by Sakon and/or the Customer(s) and/or Partner(s) in response to any Security Breach; and
- c) Sakon's and/or its Customer('s)(s') and/or Partner('s)(s') compliance with their respective obligations under the Data Protection Laws.

## **5 Sub-processing**

5.1 Service Provider shall not allow any third party to process Personal Data without in each case the prior written consent of Sakon. By signing this DPA, Sakon hereby gives its consent for Service Provider to engage the sub-processors listed in Annex 6. Service Provider has entered into a written agreement with each sub-processor containing data protection obligations not less protective than those in this DPA, including with regard to international data transfers, with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such sub-processor. Service Provider shall be liable to Sakon for any breach by such sub-processor of any of the sub-processor's obligations under such written agreement with Service Provider.

5.2 Any intended updates to the Sub-processor List will be communicated to Sakon, before any processing by a new or replacement sub-processor has commenced, by Service Provider sending an email to [notices@sakon.com](mailto:notices@sakon.com).

5.3 Sakon may object to Service Provider's intended use of a new sub-processor by notifying Service Provider in writing within thirty (30) business days after receipt of Service Provider's notice of an intended update to the Sub-processor List.

5.4 In the event that Sakon objects to a new sub-processor, as permitted in this clause 5, Service Provider shall use reasonable efforts to identify a different new sub-processor to include in the Sub-processor List. If Service Provider is unable to identify a different new sub-processor within a reasonable period of time, which shall not exceed thirty (30) days from receiving Sakon's notice of objection, Sakon may terminate this DPA on written notice to Service Provider. Service Provider will refund Sakon any prepaid fees covering the remainder

of the term of following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Sakon.

## **6 Audit and Records**

6.1 Service Provider shall at no extra cost to Sakon make available to Sakon such information in Service Provider's possession or control and provide all assistance in connection with audits of Service Provider's premises (including submitting to onsite inspections by Sakon or an appointed third party), systems and documentation as Sakon may reasonably request with a view to demonstrating Service Provider's compliance with the obligations of processors under this DPA, the EU Clauses, the UK Approved Addendum, the Swiss Addendum and applicable Data Protection Law in relation to its processing of Personal Data.

## **7 Data Transfers**

7.1 To the extent any processing of Personal Data subject to the GDPR, UK GDPR or Swiss Data Protection Law by Service Provider takes place in any country outside the EEA, Switzerland or UK, except if in an Adequate Country, the parties agree that the following shall apply.

### *7.2 EU transfers:*

7.2.1 To the extent, if any, Personal Data is transferred to Service Provider as an importer and processed by or on behalf of Sakon outside the EEA (except if in an Adequate Country) in circumstances where such transfer would be prohibited by the EU GDPR in the absence of a transfer mechanism, the parties agree that the EU Clauses will apply between the parties listed in Annex 1 in respect of that processing and are incorporated into this DPA in accordance with Annex 2.

7.2.2 Annex 2 contains the information required by the EU Clauses.

### *7.3 UK transfers:*

7.3.1 To the extent, if any, Personal Data is transferred to Service Provider as an importer and processed by or on behalf of Service Provider outside the UK (except if in an Adequate Country) in circumstances where such transfer would be prohibited by the UK GDPR in the absence of a transfer mechanism, the parties agree that the EU Clauses subject to the UK Approved Addendum will apply between the parties listed in Annex 1. The UK Approved Addendum is incorporated into this DPA in accordance with Annex 3.

7.3.2 Annex 3 references the information required by Tables 1 to 4 inclusive of the UK Approved Addendum.

### *7.4 Swiss Transfers:*

7.4.1 To the extent Personal Data is transferred to Service Provider and processed by or on behalf of Service Provider outside Switzerland (except if in an Adequate Country) in circumstances where such transfer would be prohibited by Swiss Data Protection Laws in the absence of a transfer mechanism, the parties agree that the EU Clauses subject to the Swiss Addendum will apply in respect of that processing. The Swiss Addendum is incorporated into this DPA.

7.4.2 Annex 7 contains the information required by the EU Clauses, including for the purposes of transfers to which this clause 7.4 applies.

7.5 Sakon may (i) replace the EU Clauses, the UK Approved Addendum and or the Swiss Addendum generally or in respect of the EEA, the UK and/or Switzerland (as appropriate) with any alternative or replacement transfer mechanism in compliance with applicable Data Protection Laws, including any further or alternative standard contractual clauses approved from time to time and (ii) make reasonably necessary changes to this DPA by notifying Service Provider of the new transfer mechanism or content of the new standard contractual clauses (provided their content is in compliance with the relevant decision or approval), as applicable.

#### 7.6 *Privacy Shield Transfers*

7.6.1 In the event that Privacy Shield becomes a valid mechanism for international transfers in respect of the Personal Data, the parties agree to assess and, if agreed, amend this Agreement to rely on Privacy Shield as the mechanism for data transfers under this Agreement.

7.6.2 Where the parties rely on Privacy Shield as a transfer mechanism, Service Provider will provide at least the same level of protection for Personal Data as is required under the Privacy Shield, and shall promptly notify Sakon if it makes a determination that it can no longer provide this level of protection.

### **8 CCPA**

8.1 To the extent applicable under the Data Protection Laws, the parties shall comply with the CCPA Addendum at Annex 4.

8.2 Both parties acknowledge that the other party may disclose this DPA and any relevant privacy provisions in the Main Agreement to the US Department of Commerce, the Federal Trade Commission, European data protection authority, or any other US or EU judicial or regulatory body upon their request and that any such disclosure shall not be deemed a breach of confidentiality.

### **9 General**

9.1 *Conflicts.* This DPA is without prejudice to the rights and obligations of the parties under the Main Agreement which shall continue to have full force and effect. In the event of any conflict between the terms of this DPA and the terms of the Main Agreement, the terms (including definitions) of this DPA shall prevail so far as the subject matter concerns the processing of Personal Data. This DPA sets out all of the terms that have been agreed between the parties in relation to the subjects covered by it.

9.2 *Third party rights.*, This DPA does not confer any third-party beneficiary rights. It is intended for the benefit of the parties hereto and their respective permitted successors and assigns only, and is not for the benefit of, nor may any provision hereof be enforced by, any other person who is not a party to this DPA, except to the extent set out in Clause 3 of the EU Clauses.

9.3 *Entire Agreement:* This DPA is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions and agreements between the parties with respect to such subject matter. Other than in respect of statements made fraudulently, no other representations or terms shall apply or form part



of this DPA. No modification of, amendment to, or waiver of any rights under the DPA will be effective unless in writing and signed by an authorized signatory of each party. This DPA may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. Each person signing below represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this DPA. Each party represents and warrants to the other that the execution and delivery of this DPA, and the performance of such party's obligations hereunder, have been duly authorized and that this DPA is a valid and legally binding agreement on each such party, enforceable in accordance with its terms.

9.4 *Governing Law; Venue.* Without prejudice to the provisions of the EU Clauses, the UK Approved Addendum and the Swiss Addendum addressing the law which governs them, this DPA shall be governed by and construed in accordance with the laws which govern the Main Agreement and the venue(s) for disputes and claims under the Main Agreement shall also apply to disputes and claims under this DPA.

This addendum has been entered into on the date shown on the first page.

Signed for and on behalf of

Signed for and on behalf of

**Global Sourcing Group Inc d/b/a Sakon, by:**

**Service Provider by:**

.....  
(signature)

.....  
(signature)

.....  
(print name)

.....  
(print name)

.....  
(position)

.....  
(position)

## ANNEX 1

### Data Processing Details

For the purposes of clause 3 of the DPA and Annexes 2 and 3, the parties set out below a description of the Personal Data being processed under the Main Agreement and further details required pursuant to the Data Protection Laws, the EU Clauses, UK Approved Addendum and the Swiss Addendum.

#### A. List of Parties for the purposes of the EU Clauses and UK Approved Addendum.

Processor(s) / Data exporter(s):

Name:	Global Sourcing Group Inc. d/b/a Sakon
Address:	300 Baker Avenue, Suite 280 Concord, MA 01742 (USA)
Contact person's name, position and contact details:	Anis Shaikh – Vice President <a href="mailto:anis.shaikh@sakon.com">anis.shaikh@sakon.com</a>
Activities relevant to the data transferred under these Clauses:	Receipt of the Services as described in the Main Agreement
Signature and date:	This Annex shall be deemed executed by Sakon upon execution of the Main Agreement. . This Annex shall be deemed executed upon the Effective Date
Role (processor/ sub-processor):	processor

Sub-Processor(s) / Data importer(s) (See Table 1 – Engagement Details):

Name:	[insert]
Address:	[insert]
Contact person's name, position and contact details:	[insert]
Activities relevant to the data transferred under these Clauses:	Provision of the Services as described in the Main Agreement
Signature and date:	This Annex shall be deemed executed by Service Provider upon execution of the Main Agreement. This Annex shall be deemed executed upon the Effective Date
Role (processor/ sub-processor):	Sub-processor

**B. Description of Transfer**

<b>Subject Matter of the Processing</b>	Service Provider's provision of the Services, pursuant to the Main Agreement.
<b>Nature and purpose of Processing</b>	The collection and storage of Personal Data pursuant to providing the Services to Sakon.
<b>Types of Personal Data</b>	<ul style="list-style-type: none"> <li>• Person Name</li> <li>• Online Access and Authentication Credentials</li> <li>• Telephony</li> <li>• Consumed Resources</li> <li>• Online Identifier</li> <li>• Technology Identifiers</li> <li>• Profession and Employment Information</li> <li>• Appointments, Schedules, Calendar Entries</li> <li>• Physical Location of the Individual</li> <li>• Individual's manager/supervisor information</li> </ul>
<b>Sensitive Personal Data and applied restrictions</b>	None
<b>Categories of Data Subject</b>	<ul style="list-style-type: none"> <li>• Customer's employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants)</li> <li>• Customer's affiliates employees (including temporary or casual workers, volunteers, assignees, trainees, retirees, pre-hires and applicants)</li> <li>• Customer's business partners (if those business partners are individuals)</li> <li>• Employees of Customer's business partners</li> <li>• Customer's suppliers and subcontractors (if those suppliers and subcontractors are individuals)</li> <li>• Employees of Customer's suppliers and subcontractors</li> <li>• Customer's agents, consultants and other</li> </ul>

	professional experts (contractors)
<b>Duration of Processing</b>	Until the earliest of (i) expiry/termination of the Main Agreement, or (ii) the date upon which processing is no longer necessary for the purposes of either party performing its obligations under the Main Agreement
<b>Frequency of Transfer</b>	Continuous
<b>Technical and Organisational measures</b>	The security measures will mirror those set out in Annex 5

### **C. Competent Supervisory Authority**

The competent supervisory authority under Clause 13 shall be the EU or UK supervisory authority with responsibility for ensuring compliance by the Data Exporter

## ANNEX 2

### EU Clauses

1. For the purposes of this Annex 2, the EU Clauses (Module Three), available at <https://eur-lex.europa.eu/legal-content/EN/TXT/HTML/?uri=CELEX:32021D0914&from=EN>, shall be incorporated by reference to this Annex and the DPA and shall be considered an integral part thereof, and the Parties' signatures in the DPA shall be construed as the Parties' signature to the EU Clauses. In the event of an inconsistency between the DPA and the EU Clauses, the latter will prevail.

2. For the purposes of the EU Clauses, the following shall apply:

- Module Three will apply to the extent that Sakon is a processor of the Personal Data on behalf of Customer(s) and/or Partner(s) and Service Provider is sub-processor of the Personal Data on behalf of Sakon.

The data exporter and the data importers are as described in Annex 1. Each of the data exporter and data importers agree to be bound by and comply with their respective obligations in their roles as exporter and importer respectively as set out in the EU Clauses.

- Clause 7 (Docking clause) shall be deemed as included.
- Clause 9 (Use of sub-processors): SPECIFIC PRIOR AUTHORISATION shall apply. The data importer shall specifically inform the data exporter in writing of any intended changes to that list set out in Annex 6 to this DPA through the addition or replacement of sub-processors as set out in clause 5 of the DPA.
- Clause 11 (Redress): optional clause (optional redress mechanism before an independent dispute resolution body) shall be deemed as not included.
- Clause 13 (a) (Supervision):
  - *Where Sakon is established in an EU Member State:* The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.
  - *Where Sakon is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679:* The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.
- Clause 17 (Governing law): The Parties agree that this shall be the law of the Republic of Ireland.
- Clause 18 (b) (Choice of forum and jurisdiction): The Parties agree that any dispute between them arising from the EU Clauses shall be resolved by the courts of the Republic of Ireland.

- Annex I of the EU Clauses shall be deemed completed with the information set out at Annex 1 to this DPA.
- The Technical and Organisational Measures are set out at Annex 5.

## **ANNEX 3**

### **UK Clauses**

For the purposes of this Annex 3 the UK Approved Addendum shall be incorporated by reference to this Annex 3 and the DPA, and the Parties' signatures in the DPA shall be construed as the Parties' signature to the UK Approved Addendum. In the event of an inconsistency between the DPA and the UK Approved Addendum, the latter will prevail.

For the purposes of the UK Approved Addendum the following provisions shall apply:

1. the information required for Table 1 is contained in Annex 1 of this DPA and the start date shall be deemed dated the same date as the EU Clauses;
2. in relation to Table 2, the version of the EU Clauses to which the UK Approved Addendum applies is Module Three for Processor to Processor transfers;
3. the terms of Annex 2 shall also apply to the version of the EU Clauses to which the UK Approved Addendum applies save for clauses which shall be replaced with:

Clause 17 (Governing law): The Parties agree that this shall be the law of England and Wales.

Clause 18 (b) (Choice of forum and jurisdiction): The Parties agree that any dispute between them arising from the EU Clauses shall be resolved by the courts of England and Wales.

4. in relation to Table 3, the list of parties and description of the transfer are as set out in Annex I of this DPA. Technical and organisational measures are set in Annex 5 of this DPA; and the list of Service Provider sub-processors is set out at Annex 6; and
5. in relation to Table 4, neither party will be entitled to terminate the UK Approved Addendum in accordance with clause 19 of the UK Mandatory Clauses.

## ANNEX 4

### CCPA ADDENDUM

#### Restrictions on Use and Disclosure.

1. To the extent the CCPA is applicable, Sakon's compliance statement with regard to the CCPA is set forth on Sakon's website at the following page: <https://www.sakon.com/privacy-policy> ("CCPA Policy"). Such page is incorporated herein by reference.
2. In general, and as more clearly set forth in the CCPA policy, for purposes of Personal Data that is Personal Information as defined in and subject to the CCPA, as between Sakon and Service Provider:
  - a. Sakon is a "service provider" and Service Provider is a "service provider" (each as defined in the CCPA):
  - b. Service Provider will not retain, use, or disclose such Personal Data for any purpose other than as required for the specific purpose of performing the services, and to detect security incidents and protect against illegal activity.
  - c. Service Provider will not "sell" such Personal Data to any third party. For these purposes, "sell" has the meaning ascribed to it in the CCPA.
  - d. For clarity, the restrictions in this Annex 4 include retention, use or disclosure of such Personal Data by Service Provider outside of the direct business relationship between Sakon and Service Provider.
3. Service Provider certifies that it understands the restrictions in this Annex 4 and will comply with them.

In the event of any conflict between the terms of this CCPA Addendum and the terms of the Main Agreement or CCPA Policy, the terms of the CCPA Policy will prevail so far as the subject matter concerns the processing of Personal Data under the CCPA. Except as otherwise set forth in this CCPA Addendum, the Main Agreement, DPA and CCPA Policy remain unchanged and in full force and effect.



## ANNEX 5

### Security Measures

Description of the technical and organisational measures implemented by the data importer(s) (including any relevant certifications) to ensure an appropriate level of security, taking into account the nature, scope, context and purpose of the processing, and the risks for the rights and freedoms of natural persons.

**As a minimum, Service Provider will ensure the below technical controls are in place:**

<http://www.Sakon.com/security-measures>

## **ANNEX 6**

### **List of Sub-Processors**

Sakon has authorised the use by Service Provider of the following sub-processors:

## **ANNEX 7**

### **Swiss Addendum**

In respect of transfers otherwise prohibited by Swiss Personal Data:

- The FDPIC will be the competent supervisory authority;
- Data subjects in Switzerland may enforce their rights in Switzerland under Clause 18c of the EU SCCs, and
- References in the EU SCCs to the EU GDPR should be understood as references to Swiss Data Protection Law insofar as the data transfers are subject to Swiss Data Protection Law.